### ABSTRACT OF TRUST

The undersigned hereby certify that on July 10, 2001, they created a revocable Living Trust. This Trust is known as: **The Glenn and Angie Gibson Family Trust, dated July 10, 2001, Trustors and/or Trustees.** for the benefit of the Gibson family.

## IT IS AGREED BETWEEN PARTIES HERETO AS FOLLOWS:

# **Description of Trust**

The undersigned hereto desire to confirm the establishment of a revocable and amendable Living Trust on July 10, 2001, for the benefit of the Settlors/Trustors (as husband and wife) and containing inter alia the following provisions:

- 1. Glenn K. Gibson and Angiolina "Angie" S. Gibson are designated as the Trustees to serve until the death, resignation or incompetence of both Settlors. If more than one, the original Trustees are authorized to serve jointly and severally and either shall have full authority for the Trust without the consent of the other, to act independently in performing transactions on behalf of the Trust, except as to transactions involving real property.
- 2. Upon the removal of the original Trustees, the successor Trustee is designated as Keri Jeanne Shook.
- 3. Upon the death of either Settlor, the Trust property is designated as assets of the Marital Trust or the Family Trust and remains in Trust for the survivor's lifetime. The Marital Trust is fully revocable and amendable by the surviving spouse.
- 4. The surviving spouse retains the unlimited right to withdraw income and principal from the Marital Trust. The survivor also retains a general power of appointment which can be exercised by Will, or by lifetime transfer, over the Marital Trust property. It is specifically intended that the Marital Trust shall qualify for the marital deduction under Internal Revenue Code Section 2056.
- 5. The surviving spouse is vested with a life income from Family Trust and the Trustee may invade principal for the benefit of the survivor as determined by an ascertainable standard,
- 6. Any Trustee/Settlor has the power and authority to manage and control, buy, sell and transfer the Trust property, in such manner as the Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning said property and the proceeds thereof as fully and amply as though said Trustee were the absolute and unqualified owner of same, including the power to grant, bargain, sell and convey, encumber and hypothecate, real and personal property, and the power to invest in corporate obligations of every kind, stocks, preferred or common, and to buy stocks, bonds and similar investments on mar-in or other 0518380

leveraged accounts, except to the extent that such management would cause includability of an irrevocable Trust in the estate of a Trustee,

- 7. Following the death of both Settlors, the Trust continues or is distributed in whole or in part for the benefit of other named Beneficiaries according to the terms of the Trust.
- 8. While both Settlors are living and competent, except when there shall be a Corporate Trustee, either Trustee may add money to or withdraw money from any bank or savings and loan or checking account owned by the Trust without the approval of the Trustee or other Settlor, provided, however, that the ownership of funds received and deposited, whether community property or non-community property shall remain the same and the Settlor removing or adding funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the Trust account.
- 9. All property transferred into the Trust is intended to be the commonly owned property of the Settlors, unless the Settlors have provided otherwise by a Separate Property Addendum to the Trust, or by a separate agreement of the parties.
- 10. All personal property transferred into Trust remains personal property and all real property transferred into Trust remains real property.
- 11. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the Trust and subsequent transferees are entitled to rely upon such transfers provided the chain of title is not otherwise deficient.
- 12. The situs of the Trust is the State of Nevada.
- 13. The use of this Abstract of Trust is for convenience only and the Trust is solely controlled as to provisions and interpretations, and any conflict between this abstract and the Trust shall be decided in favor of the Trust.

IN WITNESS WHEREOF, the undersigned have hereto executed this Abstract of Trust this  $10^{th}$  day of July, 2001.

SETTLOR(S):

Glenn K. Gibson

giolina "Angie" S. Gibson

TRUSTORS:

Glenn K. Gibson

Angiolina "Angie" S. Gibson

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### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEVADA

### **COUNTY OF DOUGLAS**

On this 10<sup>TH</sup> day of July, 2001, before me, Lydia Youngblood a Notary Public, personally appeared Glenn K. Gibson and Angiolina "Angie" S. Gibson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signatures) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signaturez

LYDIA YOUNGBLOOD

Notary Public - State of Nevada
Appointment Recorded in County of Douglas
My Appointment Expires Feb. 7, 2004

(Seal)

After Recording, mail to:

Karen L. Winters, Esq.

P.O. Box 1987

Minden, NV 89423

REQUESTED BY

KAPEN L. W. N fers

IN OFFICIAL RECORDS OF

DOUGLAS CO. NEVADA

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LINDA SLATER
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